

**Exhibit 1
to the
Declaration of Doris Lyons**

[EXECUTION COPY]

MASTER SERVICES AGREEMENT

between

**VISA U.S.A. INC.,
a Delaware corporation**

and

**MARITZ INC.
d/b/a Maritz Loyalty Marketing,
a Missouri corporation**

Dated April 17, 2006

be conducted not less than once every six months to demonstrate compliance with service levels set forth in the Service Level Agreement, which tests shall be conducted in coordination with Visa. Visa may request additional performance tests in addition to the tests set forth in the preceding sentence, with the costs for Visa's employees in connection with such additional performance tests to be at Visa's expense.

I. Records; Audit Rights; Financial Statements.

1. Records. During the term of this Agreement and for a period of not less than three (3) years after the termination or expiration of this Agreement, Maritz shall maintain complete and accurate records concerning its performance under this Agreement and all amounts charged by Maritz hereunder.

2. Audit Rights. Maritz shall allow Visa or its designated agent access during normal business hours during the term of this Agreement and for six (6) months thereafter to perform audits of Maritz's facilities, operations, staffing and records relating to Program Services to determine whether Maritz is in compliance with this Agreement, including without limitation CISP and PCI compliance. Maritz shall also provide Visa or its designated agent during normal business hours with books, records and supporting documentation adequate to evaluate Maritz's performance. Any determination made by Visa or its agent regarding Maritz's compliance with its obligations under this Agreement shall not relieve Maritz of any liability for breach of this Agreement. In the event that any audit by Visa or its designee reveals an overcharge by Maritz of five percent (5%) or more in the aggregate for the period being audited, Maritz shall reimburse Visa for the costs of such audit or, at Visa's option, credit such amounts against future payments due from Visa. Maritz shall, in any event, promptly refund to Visa any amounts that any audit reveals as having been overpaid to Maritz.

3. Financial Statements. Upon Visa's request, Maritz shall provide Visa with a copy of Maritz's most recent audited financial statements, a letter from Maritz's certified public accountant, and/or other documentation acceptable to Visa, setting forth Maritz's then-current financial status. Maritz represents, warrants and agrees that all such documentation will be complete and accurate. Visa acknowledges and agrees that such documentation is confidential to Maritz and shall restrict access to those employees and advisors who have a need for such access in order to monitor and evaluate Maritz's continued performance under this Agreement.

J. Liaison Between the Parties. Except as otherwise expressly provided in this Agreement, Visa and Maritz will communicate directly with one another in the administration of the Program Services. For this purpose, each Party will designate in writing at least one management level person, reasonably acceptable to both Parties, to administrate each Party's performance under this Agreement (each, a "Program Manager"). Maritz shall cause the person assigned by it as Program Manager to devote substantial time and effort to the Rewards Program. The Maritz Program Manager is prohibited from working for Visa Competitors. Informal and multiple lines of communication between the Parties are encouraged, provided that, in circumstances in

which one Party seeks to rely on instructions or advice of the other, until given further written notice, Visa may rely on communications on behalf of Maritz from the Maritz Program Manager or his or her superior officers and Maritz may rely on communications from the Visa Program Manager or his or her superior officers. The Parties will designate replacements of their representatives for purposes of this Section VI.J by giving the other Party written notice of the replacements in accordance with Section XXIII.G below.

K. Handling of Member or Cardholder Complaints. In the event a Member, merchant or Cardholder communicates to Maritz any dissatisfaction with any action or advice given by Maritz or if Maritz receives notice of a threat of legal or regulatory action or inquiry with respect to the Rewards Program, Maritz will promptly notify the Visa Program Manager of the complaint and the identity of the Party complaining, along with the action taken or proposed to be taken. In the event a Member, merchant or Cardholder communicates to Visa any dissatisfaction with an action or advice given by Maritz or if Visa receives notice of a threat of legal or regulatory action or inquiry with respect to the Rewards Program, Visa will promptly notify the Maritz Program Manager of the complaint and the identity of the party complaining, and Maritz will promptly notify the Visa Program Manager of the action taken or proposed to be taken by Maritz. Maritz will not take any legal action with respect to any complaint by a Member (except to exercise Maritz's rights as described in a separate agreement between Maritz and the Member, and only to the extent such exercise of rights does not impact Visa's rights hereunder), merchant or Cardholder until after consultation with and approval of the action by the Visa Program Manager or his or her superior officer, as well as an officer of the Visa legal department, which approvals will not be unreasonably withheld.

L. Quarterly Meetings. The Parties will be represented by management-level personnel directly responsible for performance hereunder at a service update and/or planning meeting to be held, at Visa's option, at least quarterly, at a time and place to be agreed upon by the Parties. At such meetings, Maritz will present a review of the actual Program Services used by Cardholders during the previous quarter and year. At each such meeting, Maritz will: (i) identify and suggest solutions to customer service issues; (ii) describe any fraud control activities; (iii) identify any additional joint marketing opportunities; (iv) provide Program Services review, updates and recommendations; and (v) review performance expectations. Additionally, the Parties may discuss any adjustments to the Program Services at such meetings. The Parties will bear their own expenses with respect to such meetings.

M. Transfers of Personnel. In the event any Maritz personnel providing Program Services transfer out of such position, Maritz will provide adequate training to the replacement personnel prior to the departing employee's transfer or departure date, if at all possible.

N. Transaction Information. Visa shall provide to Maritz, to the extent permitted by law and existing contractual obligations, information relating to the existing Visa Extras rewards program (the "Existing Program") to the extent reasonably necessary for Maritz to carry out the Development Services and to ensure the migration of the Existing Program to the Rewards Platform. From and after the Phase I-A Launch Date and prior